

# TERMS & CONDITIONS

CERO DIGI MRO Division — www.cerodigi.net

Aviation Spare Parts Supply | Loan & Exchange | Engineering Services | AOG Support

Effective Date: 21 March 2026

## 1. General Provisions

### 1.1 Parties

These Terms and Conditions ("T&C" or "Agreement") govern all transactions, quotations, purchase orders, loan agreements, exchange agreements, engineering service engagements, and AOG support services between CERO DIGI TEKNOLOJI SANAYI VE TICARET LIMITED SIRKETI (trading as CERO DIGI, hereinafter "CERO DIGI", "we", "us", or "our") and the purchasing entity or individual (hereinafter "Buyer", "Customer", or "you").

### 1.2 Registered Details

**Legal Name:** CERO DIGI TEKNOLOJI SANAYI VE TICARET LIMITED SIRKETI

**Trading Name:** CERO DIGI

**Address:** KEMALPASA MAH. MEHMET AKIF BLV. NO: 238/1, BAGCILAR / ISTANBUL, TURKIYE

**Email:** info@cerodigi.com | info@cerodigi.net

**Website:** www.cerodigi.net

**AOG Hotline:** +90-539-704-3382 (24/7, Direct / WhatsApp)

### 1.3 Acceptance

By submitting a purchase order, request for quotation (RFQ), or any written or verbal instruction to proceed, the Buyer confirms unconditional acceptance of these T&C in their entirety. Any deviating, conflicting, or additional terms proposed by the Buyer shall be of no effect unless expressly agreed in writing and signed by an authorised representative of CERO DIGI.

### 1.4 Applicability

These T&C apply to all services and products offered by CERO DIGI, including but not limited to: sale of new and serviceable aircraft spare parts and components; loan and exchange programs; aircraft engineering and maintenance support services; and AOG emergency supply services. These T&C supersede all prior agreements, representations, and understandings relating to the subject matter hereof.

### 1.5 Definitions

- "Part(s)" means any aircraft component, spare part, rotatable, consumable, or material supplied by CERO DIGI.
- "Order" means any purchase order, exchange order, loan request, or engineering service instruction accepted by CERO DIGI.
- "AOG" means Aircraft on Ground — a situation requiring urgent supply to restore an aircraft to airworthy condition.
- "Airworthiness Documentation" means certificates, release notes, and traceability records accompanying Parts, including but not limited to CoC, CoFM, and serviceable tags.
- "Incoterms 2020" means the International Commercial Terms published by the International Chamber of Commerce, 2020 edition.
- "New Part" means a Part that is unused, in original manufacturer packaging, and supplied with OEM documentation.

- "Serviceable Part" means a Part that has been inspected, tested, overhauled, or repaired and certified as fit for installation.

## 2. Quotations and Order Acceptance

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### 2.1 Quotation Validity

All quotations issued by CERO DIGI are subject to stock availability at the time of order confirmation and remain valid for the period stated on the quotation. Where no validity period is stated, quotations are valid for seventy-two (72) hours from the date of issue. CERO DIGI reserves the right to withdraw or amend any quotation prior to receipt of a confirmed purchase order.

### 2.2 Order Confirmation

An Order is deemed accepted only upon written confirmation issued by CERO DIGI. Verbal instructions or RFQ submissions alone do not constitute a binding Order. CERO DIGI reserves the right to decline any Order at its sole discretion without obligation to provide reasons.

### 2.3 Accuracy of Information

The Buyer is solely responsible for ensuring the accuracy of all part numbers, condition codes, quantity requirements, and technical specifications provided in the RFQ or purchase order. CERO DIGI accepts no liability for errors or delays resulting from incorrect information supplied by the Buyer.

### 2.4 Pricing

All prices are quoted in the currency stated on the quotation (USD, EUR, GBP, or Turkish Lira — TRY). Prices are exclusive of value-added tax (VAT), customs duties, import taxes, and any other applicable levies unless expressly stated otherwise. CERO DIGI reserves the right to adjust prices to reflect changes in exchange rates, supplier costs, or unforeseen circumstances prior to order confirmation.

## 3. Payment Terms

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### 3.1 Proforma Invoice & Advance Payment

All orders are subject to full advance payment against a Proforma Invoice (PI) issued by CERO DIGI. Goods will not be dispatched, allocated, or reserved until full payment has been received and confirmed by CERO DIGI's accounts department.

### 3.2 Payment Methods

Accepted payment methods are bank wire transfer (SWIFT/TT) and such other methods as may be agreed in writing. All bank charges, correspondent bank fees, and transfer costs are to be borne by the Buyer. Payment is deemed received only when funds are credited in full to CERO DIGI's designated bank account.

### 3.3 Currency

Payment must be made in the currency stated on the Proforma Invoice. Where a different currency is used by the Buyer, CERO DIGI will apply the prevailing exchange rate on the date of receipt and the Buyer shall be liable for any shortfall resulting from exchange rate differences.

### 3.4 Late Payment

In the event of late or partial payment, CERO DIGI reserves the right to suspend or cancel the Order, apply statutory interest on overdue amounts at the rate prescribed under applicable Turkish commercial law, and retain title to all goods until full payment is received.

### 3.5 Title Retention

Title to and ownership of all Parts supplied by CERO DIGI shall remain vested in CERO DIGI until full and unconditional receipt of all amounts due under the relevant Order, including any interest, charges, or costs. Risk of loss passes to the Buyer at the point of dispatch in accordance with the applicable Incoterms 2020 delivery term.

## 4. Delivery, Shipping, and Export

### 4.1 Incoterms 2020

All deliveries are governed by Incoterms 2020 as specified on the Order confirmation or Proforma Invoice. The applicable delivery term is determined as follows:

- Domestic orders (Turkiye): Delivered Duty Paid (DDP) to the Buyer's address specified in the Order, unless otherwise agreed in writing.
- International orders: Either Ex Works (EXW) or Carriage Paid To (CPT) as agreed and confirmed in writing for each individual Order. The applicable term will be specified on the Proforma Invoice.

In the absence of a confirmed Incoterms term, EXW Istanbul shall apply for all international orders.

### 4.2 Delivery Lead Times

Delivery lead times stated in quotations are estimates only and are not guaranteed unless expressly confirmed in writing as firm delivery dates. CERO DIGI shall not be liable for delays caused by factors beyond its reasonable control including but not limited to supplier availability, freight delays, customs clearance, force majeure events, or AOG prioritisation.

### 4.3 Packaging

CERO DIGI will ensure Parts are packed in accordance with industry standards and, where applicable, IATA Dangerous Goods Regulations (IATA DGR) for hazardous materials. Packaging costs are included in the quoted price unless otherwise stated.

### 4.4 Export Compliance

The Buyer is responsible for ensuring that the import of Parts into the destination country complies with all applicable laws and regulations, including import licences, airworthiness authority approvals, and customs requirements. For EXW orders, export clearance from Turkiye is the responsibility of the Buyer.

CERO DIGI complies with all applicable export control regulations, including but not limited to Turkish export laws, EU dual-use regulations, and United States Export Administration Regulations (EAR). CERO DIGI reserves the right to refuse or suspend any Order where export compliance cannot be confirmed or where the destination, end-user, or intended use raises compliance concerns.

### 4.5 Risk of Loss

Risk of loss or damage to Parts transfers to the Buyer at the point defined by the applicable Incoterms 2020 delivery term. CERO DIGI recommends that the Buyer arranges appropriate cargo insurance for all international shipments. CERO DIGI shall have no liability for loss or damage occurring after risk has transferred to the Buyer.

## 5. Airworthiness Documentation and Traceability

### 5.1 Standard Documentation

All Parts supplied by CERO DIGI are accompanied by Airworthiness Documentation as available and appropriate to the condition and source of the Part. Standard documentation may include one or more of the following:

- Certificate of Conformity (CoC) issued by CERO DIGI or the supplying entity
- Manufacturer's Certificate (CofM) from the Original Equipment Manufacturer (OEM)
- Serviceable tag or release note confirming the Part's condition at time of dispatch
- Any other documentation required by the Buyer, subject to availability and agreed in writing prior to order confirmation

## 5.2 Customer-Specific Requirements

Where the Buyer requires specific documentation formats, regulatory release certificates (such as EASA Form 1 or FAA Form 8130-3), or traceability records beyond the standard package, such requirements must be clearly stated in the RFQ or purchase order prior to order confirmation. CERO DIGI will confirm availability and any associated cost implications in the quotation. Documentation requirements not communicated prior to order confirmation cannot be guaranteed.

## 5.3 Documentation Accuracy

CERO DIGI warrants that Airworthiness Documentation supplied with Parts accurately reflects the status and history of the Part as represented by the supplier. CERO DIGI does not independently re-test or re-certify Parts unless expressly agreed. The Buyer remains responsible for verifying Part condition and documentation upon receipt prior to installation.

## 5.4 Counterfeit and Suspected Unapproved Parts (SUP)

CERO DIGI is committed to the highest standards of parts integrity and takes a zero-tolerance approach to counterfeit or suspected unapproved parts (SUP). All Parts are sourced exclusively from reputable and traceable supply chains.

If the Buyer suspects that a Part supplied by CERO DIGI is counterfeit or unapproved, the Buyer must immediately:

1. Quarantine the Part and refrain from installation
2. Notify CERO DIGI in writing within 48 hours of discovery
3. Preserve all packaging and documentation and make the Part available for inspection

CERO DIGI will investigate all SUP reports promptly. Where a Part is confirmed as counterfeit or unapproved and was supplied in error by CERO DIGI, a full replacement or refund will be provided. CERO DIGI shall not be liable for any consequential losses arising from installation of a Part prior to inspection.

## 6. Warranty

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### 6.1 New Parts — OEM Warranty

New Parts supplied by CERO DIGI are covered by the Original Equipment Manufacturer's (OEM) warranty, the terms and duration of which are set by the respective OEM. CERO DIGI will pass through all applicable OEM warranty entitlements to the Buyer. Claims under OEM warranty must be submitted in accordance with the OEM's warranty procedures. CERO DIGI will assist the Buyer in facilitating such claims where reasonably practicable.

### 6.2 Serviceable Parts — Limited Warranty

Serviceable Parts are warranted to be in serviceable condition as certified by the accompanying Airworthiness Documentation at the time of dispatch. This warranty is limited to the condition of the Part at

time of dispatch and does not extend to performance after installation, compatibility with specific aircraft configurations, or defects arising from improper installation, handling, storage, or use by the Buyer.

### 6.3 Warranty Exclusions

The warranties set out in this Section 6 do not apply to:

- Parts that have been installed, modified, repaired, or used by the Buyer prior to raising a warranty claim
- Parts damaged during transit after risk has transferred to the Buyer
- Parts supplied on an As Removed (AR) or As Is (AS) basis, which are sold without warranty
- Consumable parts where the warranty period has been determined by use or shelf life
- Defects caused by the Buyer's failure to follow manufacturer or regulatory installation instructions

### 6.4 Warranty Claims Procedure

All warranty claims must be submitted in writing to info@cerodigi.net within thirty (30) days of the date of delivery. Claims must include the original Order reference, Part number, serial number (if applicable), description of the defect, and supporting photographs or inspection reports. No warranty claim will be accepted in respect of Parts that have been installed without prior notification to CERO DIGI of a suspected defect.

### 6.5 Limitation of Warranty Liability

CERO DIGI's total liability under any warranty claim shall not exceed the original invoice value of the affected Part(s). CERO DIGI shall have no liability for any consequential, indirect, incidental, or special damages arising from a defective Part, including but not limited to aircraft downtime, revenue loss, maintenance costs, or third-party claims.

## 7. Cancellations, Returns, and Restocking

**NON-STOCK / SPECIAL ORDER ITEMS: Orders placed for non-stock items (parts procured specifically to fulfil a Buyer's order) are NON-CANCELLABLE and NON-RETURNABLE once order confirmation has been issued by CERO DIGI. No exceptions will be made regardless of the reason for cancellation.**

### 7.1 Stock Items — Cancellation and Return

Cancellation or return of stock items may be considered at CERO DIGI's sole discretion, subject to the following conditions:

- The Buyer must submit a written cancellation or return request to info@cerodigi.net prior to or within seven (7) calendar days of dispatch
- Parts must be returned in their original, uninstalled condition with all original Airworthiness Documentation intact
- A restocking fee of fifty percent (50%) of the original invoice value will be applied to all approved returns of stock items
- Return shipping costs and any associated export/import charges are the sole responsibility of the Buyer
- Credit or refund will be issued only after the returned Part has been inspected and accepted by CERO DIGI

### 7.2 Non-Stock / Special Order Items

Parts procured by CERO DIGI specifically to fulfil a Buyer's purchase order — including but not limited to items sourced from third-party suppliers, OEM direct orders, or exchange/overhaul work initiated on the Buyer's behalf — are classified as non-stock items. Such orders are firm and binding upon confirmation. No cancellation, return, or exchange will be accepted once order confirmation has been issued.

### 7.3 Defective or Incorrect Parts

Returns arising from parts supplied in error or confirmed as defective are not subject to restocking fees and will be handled under the warranty provisions of Section 6. The Buyer must notify CERO DIGI in writing within seven (7) calendar days of receipt of any discrepancy, shortage, or suspected defect.

## 8. Loan and Exchange Programs

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### 8.1 Loan Agreement

Loan Parts are made available to the Buyer on a temporary basis to support operational continuity. The following conditions apply to all loan transactions:

- A separate Loan Agreement will be issued for each loan transaction and must be signed by the Buyer prior to dispatch
- The Buyer accepts full responsibility for the Part from the time of receipt until return to CERO DIGI
- The loan period will be specified in the Loan Agreement. Extensions must be requested and approved in writing
- Loan Parts must be returned in the same condition as dispatched, with equivalent Airworthiness Documentation
- Failure to return a Loan Part within the agreed period will result in conversion of the loan to a sale at the agreed exchange or list price

### 8.2 Exchange Program

Exchange transactions involve the Buyer supplying a core unit in exchange for a serviceable unit provided by CERO DIGI. The following conditions apply:

- The core unit must be of the same part number, and its condition and documentation will be assessed upon receipt by CERO DIGI
- If the core unit is found to be beyond economical repair (BER), incomplete, or lacking adequate traceability documentation, a surcharge will be applied as specified in the Exchange Agreement
- The Buyer is responsible for shipping costs in both directions unless otherwise agreed in writing
- CERO DIGI reserves the right to reject any core that does not meet minimum accepted condition standards

## 9. Engineering Services

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### 9.1 Scope

CERO DIGI provides aircraft engineering support services in accordance with applicable aviation regulatory requirements. The scope, deliverables, timeline, and fees for each engineering engagement will be defined in a separate Service Order or Statement of Work (SOW) agreed in writing prior to commencement of services.

### 9.2 Regulatory Compliance

All engineering services are performed in compliance with applicable airworthiness authority requirements, including EASA Part-145 and other relevant regulatory frameworks as applicable to the specific engagement.

The Buyer is responsible for ensuring that any engineering work undertaken by CERO DIGI is permissible under the Buyer's own regulatory approvals and maintenance programme.

### 9.3 Access and Information

The Buyer shall provide CERO DIGI with timely access to the aircraft, relevant technical documentation, maintenance records, and any other information reasonably required to perform the engineering services. Delays caused by the Buyer's failure to provide such access or information may result in revised timelines and additional costs.

### 9.4 Limitation of Engineering Liability

CERO DIGI's liability for engineering services is limited to the rectification of defects directly attributable to CERO DIGI's workmanship, up to the value of the fees paid for the specific service. CERO DIGI shall not be liable for any consequential losses arising from engineering services, including aircraft downtime or operational revenue losses.

## 10. AOG Emergency Support

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### 10.1 AOG Service

CERO DIGI provides 24/7/365 AOG emergency support via its dedicated AOG hotline (+90-539-704-3382, direct/WhatsApp). AOG requests are handled with the highest priority to minimise aircraft downtime.

### 10.2 AOG Pricing

AOG orders are subject to premium pricing reflecting the urgency of sourcing and expedited logistics. AOG prices will be confirmed in writing prior to order confirmation. The Buyer acknowledges that AOG pricing may differ materially from standard quotation pricing.

### 10.3 No Liability for AOG Delays Beyond Our Control

CERO DIGI shall make every commercially reasonable effort to fulfil AOG requirements as rapidly as possible. However, CERO DIGI shall have no liability for delays in AOG supply arising from factors beyond its reasonable control, including but not limited to: supplier or OEM stock unavailability; freight carrier delays or cancellations; customs holds or regulatory restrictions; force majeure events; or security restrictions at departure or destination airports. In such cases, CERO DIGI will notify the Buyer promptly and provide regular status updates.

### 10.4 AOG Payment

AOG orders are subject to the same advance payment terms as standard orders (Section 3.1), unless a pre-approved credit arrangement is in place. In exceptional circumstances, CERO DIGI may agree to dispatch against a written purchase order from a pre-approved Buyer, subject to payment being received within twenty-four (24) hours of dispatch.

## 11. Intellectual Property

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All content on www.cerodigi.net, including but not limited to text, images, logos, trademarks, technical data, and website design, is the exclusive intellectual property of CERO DIGI or its licensors. No content may be reproduced, distributed, or used for commercial purposes without the prior written consent of CERO DIGI.

Product names, part numbers, and manufacturer designations referenced on the website are the property of their respective owners and are used for identification purposes only. Their use does not imply any affiliation with or endorsement by the respective manufacturers.

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## 12. Anti-Bribery, Ethics, and Export Compliance

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### 12.1 Anti-Bribery

CERO DIGI is committed to conducting all business activities with the highest standards of integrity and in compliance with applicable anti-bribery and anti-corruption laws, including the Turkish Anti-Corruption Law, the UK Bribery Act 2010, and the US Foreign Corrupt Practices Act (FCPA) where applicable. Neither party shall offer, pay, or accept any bribe, improper payment, or other corrupt inducement in connection with any Order or business relationship.

### 12.2 Export Controls and Sanctions

The Buyer agrees to comply with all applicable export control laws and regulations in the destination country. The Buyer represents and warrants that neither the Buyer nor any of its principals, officers, or related parties is subject to sanctions administered by the United Nations, European Union, United States OFAC, or any other applicable sanctions authority. CERO DIGI reserves the right to cancel any Order where fulfillment would result in a breach of applicable export control or sanctions regulations, without liability to the Buyer.

### 12.3 End-Use Declaration

CERO DIGI may require the Buyer to provide a written end-use declaration confirming that Parts are intended solely for legitimate civil aviation maintenance purposes and will not be diverted, re-exported, or used for any purpose prohibited by applicable law. Provision of false or misleading information in an end-use declaration will result in immediate termination of the Order and may be reported to the relevant authorities.

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## 13. Force Majeure

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CERO DIGI shall not be liable for any failure or delay in the performance of its obligations under these T&C where such failure or delay is caused by circumstances beyond its reasonable control (a "Force Majeure Event"), including but not limited to:

- Acts of God, natural disasters, earthquakes, floods, or severe weather events
- Wars, armed conflicts, terrorist acts, civil unrest, or government actions
- Pandemics, epidemics, or public health emergencies declared by competent authorities
- Strikes, lockouts, or industrial action affecting suppliers, freight carriers, or ports
- Failure or disruption of telecommunications, power, or internet infrastructure
- Regulatory changes, trade embargoes, or imposition of sanctions
- Supply chain disruptions or OEM production halts

In the event of a Force Majeure Event, CERO DIGI will notify the Buyer in writing as soon as reasonably practicable and will use all commercially reasonable efforts to resume performance. If the Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected Order by written notice without liability, subject to the Buyer's right to a refund of any advance payment made for undelivered goods.

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## 14. Limitation of Liability

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To the maximum extent permitted by applicable law, CERO DIGI's total aggregate liability to the Buyer in connection with any Order, whether arising in contract, tort, negligence, or otherwise, shall not exceed the total invoice value of the specific Order giving rise to the claim.

CERO DIGI shall have no liability whatsoever for any indirect, consequential, incidental, punitive, or special damages arising out of or in connection with the supply of Parts or services, including but not limited to: loss

of revenue or profit; aircraft downtime or grounding costs; costs of substitute parts or services; damage to reputation; or third-party claims.

Nothing in these T&C shall limit or exclude liability for fraud, wilful misconduct, or death or personal injury caused by negligence.

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## 15. Confidentiality

Each party agrees to keep confidential all non-public information disclosed by the other party in connection with any Order or business relationship, including pricing, technical data, business strategies, and customer information. Neither party shall disclose such information to any third party without the prior written consent of the disclosing party, except as required by law or regulation.

This confidentiality obligation shall survive termination of any Order or business relationship for a period of three (3) years.

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## 16. Data Protection

Personal data collected in connection with Orders and business relationships will be processed in accordance with CERO DIGI's Privacy Policy and KVKK Aydınlatma Metni, both of which are available at [www.cerodigi.net](http://www.cerodigi.net). CERO DIGI complies with applicable data protection laws including Turkish Law No. 6698 (KVKK) and the EU General Data Protection Regulation (GDPR) where applicable.

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## 17. Governing Law and Dispute Resolution

### 17.1 Governing Law

These T&C and all Orders placed hereunder shall be governed by and construed in accordance with the laws of the Republic of Türkiye, without regard to its conflict of laws provisions.

### 17.2 Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or in connection with these T&C or any Order, the parties shall first attempt to resolve the matter through good-faith negotiation within thirty (30) days of written notice of the dispute.

If the dispute cannot be resolved by negotiation, it shall be submitted to the exclusive jurisdiction of the courts of Istanbul (Caglayan Courthouse), Türkiye. The Buyer irrevocably submits to the personal jurisdiction of such courts for this purpose.

### 17.3 Language

These T&C are issued in the English language. In the event of any conflict between an English version and any translation, the English version shall prevail.

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## 18. General

### 18.1 Entire Agreement

These T&C, together with the applicable Proforma Invoice, Order confirmation, and any signed Loan or Exchange Agreement or Engineering Service Order, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings.

## 18.2 Severability

If any provision of these T&C is held to be invalid, illegal, or unenforceable by a competent court, the remaining provisions shall continue in full force and effect.

## 18.3 Waiver

No failure or delay by CERO DIGI in exercising any right or remedy under these T&C shall constitute a waiver of that right or remedy. A waiver of any breach shall not constitute a waiver of any subsequent breach.

## 18.4 Amendments

CERO DIGI reserves the right to amend these T&C at any time by publishing the updated version at www.cerodigi.net. The version of the T&C in force at the time of Order confirmation shall apply to that Order.

## 18.5 Assignment

The Buyer may not assign or transfer any rights or obligations under these T&C without the prior written consent of CERO DIGI. CERO DIGI may assign its rights or obligations to any affiliated entity or successor without the Buyer's consent.

## 18.6 Contact

For all enquiries, purchase orders, warranty claims, or other correspondence, please contact:

**Email:** [info@cerodigi.com](mailto:info@cerodigi.com) | [info@cerodigi.net](mailto:info@cerodigi.net)

**AOG Hotline:** +90-539-704-3382 (24/7, Direct / WhatsApp)

**Address:** KEMALPASA MAH. MEHMET AKIF BLV. NO: 238/1, BAGCILAR / ISTANBUL, TURKIYE

**Website:** [www.cerodigi.net](http://www.cerodigi.net)